

RG 104, 8NS-104-94-077
Box 2

8NS-104-94-077, Miscellaneous
Correspondence & Memos, 1897-1994

Hutchman - Renton Fire Proofing Co.; reconstruction of floor; 08/06/07

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT,

SPECIFICATION for RECONSTRUCTING FLOOR OF THE MELTING AND REFINING

ROOM AT THE U. S. MINT, DENVER, COLORADO.

GENERAL CONDITIONS

Care Custodian, U. S. Mint,
Denver, Colo.

FORM OF PROPOSAL AND SIGNATURE.

Proposal must be made on the blank form hereto attached, inclosed in sealed envelope, marked proposal with title of building as given above, and addressed to the Supervising Architect, stating in writing and figures (without interlineation, alteration, or erasure) the sum of money for which the bidder proposes to supply the materials and perform the work required by the drawings and this specification, and the time within which he proposes to complete the work, and the unit prices called for in proposal sheet. The proposal must be signed with the full name and address of the bidder; if a copartnership, the copartnership name by a member of the firm, with the names and addresses in full of each member; and if a corporation, by an officer in the corporate name, with the corporate seal attached to such signature. No telegraphic proposals or telegraphic modifications of proposals will be considered. Proposals received after the time advertised for the opening will be returned unopened. If proposal is sent by registered mail, allowance should be made for the additional time required for such transmission.

CERTIFIED CHECK.

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Each bidder must submit with his proposal a certified check, in a sum equal to ~~2~~ per cent of the amount of such proposal, drawn to the order of the Treasurer of the United States, and the proceeds of said check shall become the property of the United States, if, for any reason whatever, the bidder, after the opening of the bids, withdraws from the competition, or refuses to execute the contract and bond required in the event of said contract being awarded to him, and checks submitted by the unsuccessful bidders will be returned after the approval of the contract and bond executed by the successful bidder. Copy of contract and bond will be furnished the contractor after the approval of his bond.

EIGHT HOUR LAW.

The attention of bidders is called to the Act of Congress, approved August 1, 1892, limiting the hours of daily service of laborers and mechanics employed upon public works of the United States to eight hours in any one calendar day.

SUBCONTRACTORS.

No subcontractor or other person furnishing material or labor to the contractor will be recognized, nor will this Department be responsible in any way for the claims of such persons beyond taking a bond, as required by the Act of Congress approved August 13, 1894, which provides in substance that when a formal contract is let for the erection or repair of a public building, etc., the contractor, before commencing such work, shall furnish the usual penal bond, with good and sufficient sureties, with the additional obligation that such contractor will make prompt payment to all persons furnishing him labor or materials used in the prosecution of the work. Persons so furnishing materials or labor have a right of action on said bond, in the name of the United States, for their use. No formal contract is usually let, however, and no bond taken where the amount involved is less than \$2,000.

PARTIES IN INTEREST.

No Member of or Delegate to Congress and no officer of the Treasury Department, superintendent, inspector, clerk, employee, or other person in any manner connected with the Office of the Supervising Architect, shall be interested, either directly or indirectly, in the contract or work herein provided for, or be entitled to any benefit derived therefrom; and any violation of this understanding shall work a forfeiture of all moneys which may become due to the successful bidder.

RIGHTS RESERVED.

The material proposed to be used, time for completion of work, and the competency and responsibility of bidders will receive consideration before award of contract.

The Treasury Department reserves the right to accept any part or parts of the proposal made at the prices included in same; also to waive any informalities in, and to reject any and all proposals, and to require the contractor to discontinue the services of any workman employed on the work who is unskillful or otherwise objectionable.

FORM OF CONTRACT.

The contract which the bidder agrees to enter into shall be in the form adopted and in use in the Office of the Supervising Architect; blank forms of which can be inspected at said office, and will be furnished, upon request being made, to parties proposing to submit bids. In case of the abrogation of the contract, whether by reason of the default of the contractor, his bankruptcy, or other cause, the Supervising Architect, acting for both parties, shall have the right to determine the valuation of all work performed, and all materials furnished in place in connection with the contract, and of all material, machinery, tools, etc., upon the site of the building, taken possession of by the Government and his decision shall be final.

PROTECTION OF WORK AND MATERIALS.

The contractor must obtain, at his expense, all necessary policies of insurance on work and material supplied by him, as the same will be at his risk until final completion, inspection, and acceptance; but the contractor will be relieved of any risk for that portion of the building occupied by the Government before entire completion of his contract.

MODIFICATIONS.

The Department reserves the right to make any additions to, omissions from, or changes in, or substitutions for, the work or material called for by the drawings and specification, without notice to the surety or sureties on the bond given to secure satisfactory compliance with the terms of the contract; and the Department further reserves the right to demand additional security when additions are made, if in its judgment, such security is required. The unit prices called for in the proposal sheet shall be used as the basis of value of such additions, omissions, or changes, if they are deemed reasonable by the Supervising Architect. If deemed unreasonable, or if none applicable are given, and no agreement can be reached by the Supervising Architect and the contractor as to the reasonable value of the work, then the Supervising Architect shall have the right to fix the value of such additions, omissions, or changes, and no claim for damages on account of such change or for anticipated profits shall be allowed.

PAYMENTS.

Payments will be made as hereinafter stated.

DELAYS.

Each bidder must submit his proposal with the distinct understanding that, in case of its acceptance, time for the completion of the work shall be considered as of the essence of the contract, and that for the cost of all extra inspection, and for all amounts paid for rents, salaries of contingent force, and other expenses entailed upon the Government by delay in completing the contract, the

United States shall be entitled to the fixed sum of Ten dollars (\$10.00) as liquidated damages, computed, estimated, and agreed upon, for each and every day's delay not caused by the United States. *Provided*, however, that the collection of said sum may, in the discretion of the Secretary, be waived in whole or in part; and that the contractor is to be entitled to one day, in addition to said stipulated time, for each day's delay that may be caused by the Government.

The Department, acting for the United States, reserves the right to suspend any portion of the work embraced in the contract, whenever, in his opinion, it would be inexpedient to carry on said work.

EXECUTIVE ORDER.

Attention is directed to the following Executive order:

"Whereas by an Act of Congress which received Executive approval on February 23, 1887, all officers or agents of the United States were as a matter of public policy, forbidden under appropriate penalties, to hire or contract out the labor of any criminal who might thereafter be confined in any prison, jail, or other place of incarceration for the violation of any laws of the Government of the United States of America.

"It is hereby ordered that all contracts which shall hereafter be entered into by officers or agents of the United States involving the employment of labor in the States composing the Union, or the Territories of the United States contiguous thereto, shall, unless otherwise provided by law, contain a stipulation forbidding, in the performance of such contracts, the employment of persons undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several States, Territories, or municipalities having criminal jurisdiction."

EXECUTIVE ORDER NO. 2.

I. All Departments of the Government under the supervision of which public works are being constructed are hereby directed to notify the representatives stationed at such public works to report at once to their respective Departments all cases in which contractors or subcontractors on works now under construction have required or permitted laborers or mechanics in their employ to work over eight hours in any one calendar day.

II. All Government representatives in charge of construction of public works are further directed that it is part of their duty to report to their respective Departments each and every case in which laborers or mechanics are required or permitted to work over eight hours a day on the works under supervision of such Government representatives. Wherever reports showing work in excess of eight hours a day are received by any Department they are to be referred to the Department of Justice for appropriate action.

III. All Departments of the Government under the supervision of which public works are being constructed by contract are further directed to have their respective legal officers prepare and forward to the President a list of such statutes and executive orders as have a direct bearing on contracts for the construction of public works, and with which bidders on such works should be made acquainted.

NOTICE TO SURETIES.

The attention of the Sureties is particularly directed to the following conditions :

The final inspection and acceptance of the work shown by the drawings and specifications forming a part of the contract shall not be binding or conclusive upon the United States if it shall subsequently appear that the contractor has willfully or fraudulently or through collusion with the representative of this Department in charge of the work supplied inferior materials or workmanship, or has departed from the terms of his contract. In any such case the United States shall have the right, notwithstanding such final acceptance and payment, to cause the work to be properly performed and satisfactory material supplied to such extent as in the opinion of the Supervising Architect may be necessary to finish the work in accordance with the drawings and specifications therefor at the cost and expense of the contractor and the sureties on his bond, and shall have the right to recover against the contractor and his sureties, the cost of such work together with such other damages as the United States may suffer because of the default of the contractor in the premises, the same as though such acceptance and final payment had not been made.

Attention is called to Section 21 of the Act approved June 6, 1902, which provides as follows :

"That in all contracts entered into with the United States, after the date of the approval of this Act, for the construction or repair of any public building or public work under the control of the Treasury Department, a stipulation shall be inserted for liquidated damages for delay; and the Secretary of the Treasury is hereby authorized and empowered to remit the whole or any part of such damages as in his discretion may be just and equitable; and in all suits hereafter commenced on any such contracts or on any bond given in connection therewith it shall not be necessary for the United States, whether plaintiff or defendant, to prove actual or specific damages sustained by the Government by reason of delays, but such stipulation for liquidated damages shall be conclusive and binding upon all parties."

GENERALLY.

1. The Custodian of the building will be in charge of the work.
2. Bidders are requested to visit the building, confer with the Custodian, inform themselves of all governing conditions, take their own measurements if any be required, and include in their estimate all items of labor and materials required or necessarily implied that may be necessary for the entire completion of the work in accordance with the intent of this specification, whether separately mentioned or not.
3. Interference with the public business must be avoided as far as possible, and unnecessary delay in the progress of the work will not be tolerated.
4. Contractor must furnish all labor, materials, tools, scaffolding, drop cloths, etc., necessary for the proper execution of this work, and all such labor, materials, etc., must be of the best quality and will be subject in every respect to the approval of the Custodian.
5. Rejected material to be promptly removed from the premises.
6. The furniture is to be moved as may be necessary for the proper execution of the work, and on completion of the work is to be satisfactorily replaced by the contractor as the Custodian may direct.
7. Contractor will be held responsible for all damage resulting from his operations, incident to this work, and must make same good at his own expense.
8. Contractor must remove during progress of the work as may be directed, and at completion, all dirt, debris, etc., resulting from his operations, and leave premises in perfect condition.
9. Payment will be made upon the satisfactory completion and acceptance of the work.
10. If no bid be submitted the specification must be returned at once; otherwise, it must be handed in with the proposal.

SCAFFOLD.

Build a substantial scaffold in coining room under melting and refining room and extending under main girder with vertical side wall from scaffold to ceiling. The floor and side wall to be made tight so as to prevent the escape of dust or water into the coining room.

CONDENSER.

Carefully take down the condenser and store the materials in the adjacent room. Upon completion of the new floor, rebuild the condenser, same size and shape as at present.

REMOVING FLOOR.

Remove the concrete floor and tile arches in melting room; the material to be taken from building through second story window as directed by Custodian. Carefully clean the structural steel framing, removing any rust, and paint the same one good coat of approved graphite paint.

CENTERING.

Construct strong tight centering which will not deflect under ramming. Top of centering to be flush with top of floor beams. Centering not to be removed in less than fifteen days after concrete is placed.

CONCRETING.

Cover each beam with metal lathing and plaster same with 1 to 2 Portland cement mortar 1-1/2" thick. Construct a concrete floor, top of floor to be 6" above top of main girder, approximately 2 inches above floor of refining room. The concrete to be made of five parts of aggregate (crushed vitrified clinkers or other light hard substance approved by the Supervising Architect), thoroughly clean and broken to pass through a 1" mesh screen, two parts clean sharp sand, and one part Portland cement. The materials to be well mixed and thoroughly rammed in place. The floor concrete to be reinforced with expanded metal No. 10 gauge 3" mesh or other reinforcement approved by the Supervising Architect; to be free from rust when installed, laid with long axis at right angles to the bearings, embedded 3/4" from bottom of concrete. Floor to have a finished coat 1" thick, composed of two parts Portland cement to three parts sand, mixed and spread upon the concrete before it has set and troweled down to a smooth firm finish. Make an incline full width of doorway and three feet long to connect with floor of refining room.

EXPANSION JOINTS.

Make one expansion joint in the concrete lengthwise in the middle of the room and crosswise joints over every alternate floor beam. These joints to be actual spaces 1/8" wide clean through the concrete and reinforcement. The joints to be filled with an approved elastic cement after the mortar has set.

PLASTERING.

1" tee irons 12" centers, to be securely wired to under side of floor beams to form framing for plastered ceiling 5" below bottom of beams. Tees to be painted same as floor beams. Approved metal lathing to be fastened to these tees and plastered with an approved hard plaster, best three coat work with hard white finish. Repair plastering of main girder with same material where necessary.

VENTILATION.

Each of the spaces between the floor beams to be ventilated by placing a circular grating 6" in diameter in the ceiling near the main girder, and a 6" sheet metal flue through the concrete at the wall end of the space. A vent duct of sheet metal to be placed along the outer wall under the windows and leading up to the ventilator in ceiling of melting room. The duct on the outer wall to be 4 x 6 inches at the beginning, increasing to 6 x 14 inches at end, and the uptake to be 6 x 14 inches. Each of the vents through the floor to be connected to the duct on the wall. All ducts to be made of No. 26 galvanized iron fitted up air tight and strongly secured in place. The electric fixtures and conduits will be removed and replaced by the Custodian. This contractor is to maintain all pipes in their present position and secure the pipe hangers to the new floor.

James Knox Taylor,

Supervising Architect.

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PROPOSAL FOR RECONSTRUCTING FLOOR OF THE MELTING AND REFINING ROOM
AT THE U. S. MINT, DENVER, COLORADO.

July 16, 1907.

To the Supervising Architect,
Treasury Department,
Care Custodian, U. S. Mint,
Denver, Colorado.

Sir:

We hereby propose to furnish all labor and materials required for reconstructing floor of the melting and refining room at the U. S. Mint, Denver, Colorado, in accordance with the specification and instructions of the Custodian, for the total sum of:

Twenty-three hundred & fifty dollars----- (\$ 2350.00)

Number of days to complete from date of award 40 Working Days.

Brand name and name of manufacturer of Portland cement
proposed to be used:

Iola, Iola Portland Cement Co., or Ideal, Portland Cement Co., of Colo.

Brand name and name of manufacturer of elastic cement
proposed to be used:

Signature THE HINCHMAN-RENTON FIRE PROOFING CO.,

Address 1815 Arapahoe St.,

Denver, Colo.

Names of Individual Members of Firm:

Name of Corporation.

Name of President.

THE HINCHMAN-RENTON FIRE PROOFING CO.

J. B. HINCHMAN.

Name of Secretary.

Under what law corporation
is organized.

E. W. HINCHMAN.

COLORADO.

Cashier's Check 130.00 inclosed.

DENVER, MINT (NEW)

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TREASURY DEPARTMENT,
Office of the Secretary,
WASHINGTON, July 22, 1907.

The Hinchman-Renton Fire Proofing Company,
1815 Arapahoe Street,
Denver, Colorado.

Sirs:

In accordance with the approval of the Department and recommendations contained in telegram of the 15th instant from the Custodian of the U. S. Mint at Denver, Colorado, your proposal was accepted by Department telegram of July 16, 1907, as follows:

"Your proposal, in amount two thousand three hundred fifty dollars, for reconstructing melting room floor Denver Mint, hereby accepted in view of public exigency. Communicate with Custodian. Letter follows."

The Department is now in receipt of letter dated the 15th instant, from the Custodian of the building, inclosing your proposal above referred to, dated July 15, 1907, and in amount two thousand three hundred and fifty dollars (\$2,350.00), the lower of two received in response to advertisement, to furnish all labor and material required for reconstructing floor of the melting and refining^{room} at the U. S. Mint, Denver, Colorado, and Department telegram of July 16, 1907, is hereby confirmed.

It is understood and agreed that you are required to execute a formal contract, with bond in the sum of twelve hundred and fifty dollars (\$1,250.00), guaranteeing the faithful performance of the work embraced in this acceptance, a form for which will be forwarded. This contract and bond must be executed in strict accordance with the rules printed at the head of said form and returned to the Supervising Architect of this Department at once.

The time accepted and fixed for completion of the work is that stated in your proposal, namely, forty (40) working days, and will operate from the date of approval of your bond.

The cashier's check for one hundred and thirty dollars (\$130.00), which accompanied your proposal, will be collected and the proceeds held until your bond has been approved.

Either the "Iola" or "Ideal" Portland cement named in your proposal, can be used in the work.

The work will be under the direct supervision of the Custodian of the building, aided by such representative of the Department as may be detailed for the purpose.

Payment will be made as provided for in the specification from the appropriation for "Repairs and Preservation of Public Buildings, 1908", and the Custodian will be authorized to submit voucher accordingly.

Please make prompt acknowledgment of the receipt of this letter.

Respectfully,

S
W L OCK JKT

(Signed) BEEKMAN WINTHROP,

Assistant Secretary.

TELEGRAM.

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DENVER MINT.

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TREASURY DEPARTMENT,
Office of Supervising Architect,
WASHINGTON, July 16, 1907.

Hinchman Renton Fireproofing Company,
Denver, Colorado.

Your proposal, in amount two thousand three hundred fifty dollars, for reconstructing melting room floor Denver, Mint, hereby accepted in view of public exigency. Communicate with Custodian. Letter follows.

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(Signed) BEEKMAN WINTHROP,

Assistant Secretary,

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INSTRUCTIONS TO BE FOLLOWED IN EXECUTING THE FOLLOWING INSTRUMENTS.

1. The CHRISTIAN NAMES (one or more) must be written in full in the body of the bond.

When the contracting party is a PARTNERSHIP concern, the CONTRACT must be signed with the FIRM NAME, without seal, and the BOND must be signed and sealed by EACH member of the firm. When the contracting party is a CORPORATION, the contract and bond must be signed in the CORPORATE NAME by the duly authorized officer of the corporation; there must be attached to the contract duly authenticated evidence that the officer executing the contract and bond has authority to do so, and that he has been duly elected to such office, and the corporate seal must be affixed to both the contract and bond. In the event that the corporation has no corporate seal, the fact should be shown; and in such case a seal of wax or wafer should be adopted and used for the time being as the seal of the corporation.

2. The bond must be dated; and the bond must be of the same (or subsequent) date as the contract.

3. Each signature must be made in the presence of two persons, who must sign their names as witnesses.

4. There must not be less than two individual sureties; but one corporate surety, duly qualified under the Act of Congress of August 13, 1894, may be accepted as sole surety.

5. Seals of wax or wafer must be attached to the signatures on the bond of the principal and sureties. No seals are required to signatures on contract, except corporate seals.

6. A married woman will not be accepted as surety.

7. The sureties must justify in amounts the aggregate of which will be equal to at least twice the penalty of the bond.

This rule applies to corporate as well as individual sureties; and corporate sureties will also be required to attach to each bond a copy of the last statement of their assets and liabilities, as rendered pursuant to section 4 of the Act of Congress of August 13, 1894.

8. Each surety must make and sign an affidavit of the amount he is worth over and above all debts and liabilities, and such exemptions as may be allowed by law.

9. Sureties, other than corporate sureties, must state under oath that they are not responsible as sureties on any other bond; or, if so liable, the amount of such liability.

10. The affidavits of sureties must be taken and subscribed before an officer authorized to administer oaths generally, who must certify that he administered the oaths. If the affidavits are taken before a clerk of a court of record, a United States commissioner, or a notary public, whose official seal is thereto affixed, or before a judge of a United States court, authority to administer the oaths need not be shown; but if taken before any other officer, or if the official seal of the clerk, United States commissioner, or notary, is not affixed, the authority to administer the oaths and the official character of the officer must be duly certified.

11. A judge or clerk of a court of record, a United States attorney, or a United States commissioner, must certify that the sureties are sufficient to pay the penalty of the bond; and, except in the case of a judge of the United States courts or a United States attorney, if the person certifying has no seal, his official character must be duly certified. The foregoing does not apply to corporate sureties who have complied with rule 7 hereof.

12. The residence of principal and sureties must be distinctly stated.

13. All erasures and interlineations in contract or bond must be noted above the signatures of the witnesses as having been made before the execution thereof.

CONTRACT

BETWEEN THE

UNITED STATES OF AMERICA

AND

The Hinchman-Renton Fire Proofing Co.

Whereas, By advertisement, duly made and published according to law, proposals were asked for furnishing all of the labor and materials for the work herein provided for; and

Whereas, The proposal of The Hinchman-Renton Fire Proofing Co. furnished in response thereto, was duly accepted, as hereinafter stated, on condition that it execute a contract in accordance with the terms of said bid.

Now, therefore, this agreement, made and entered into by and between J.B.Reynolds, Acting Secretary of the Treasury, for and in behalf of the United States of America, of the first part, and The Hinchman-Renton Fire Proofing Co., a corporation organized under the laws of the State of Colorado and having executive offices in Denver, Colo.,

of the second part,

Witnesseth: That the party of the second part for the consideration hereinafter mentioned, covenants and agrees to and with the party of the first part to furnish all of the labor and materials and do and perform all the work required for reconstructing the floor of the melting and refining room in the Mint at Denver, Colo.,

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of ten dollars, for each and every day the said party of the second part shall be in default, which said sum of ten dollars shall be in full satisfaction of all damages which the party of the first part may be entitled to recover, in view of the difficulty of estimating such damages with exactness, is hereby expressed, fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the

in strict and full accordance with the requirements of drawings numbered ~~the parties to this contract that the liquidated damages~~
~~hereinafter mentioned are in list of the actual damages arising from each breach of this contract; which said sum the said party of the~~
~~first part shall have the right to deduct from any moneys to its hands otherwise due, or to become due, to the said party of the second~~
~~part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated~~
~~and such other detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States~~
~~or provided for.~~
 Treasury Department; the advertisement for proposals, dated July 8th, 1907; the specification for the work;
 the proposal dated July 15, 1907, addressed to the said Supervising Architect by the said party of the
~~the telegram~~
 second part; ~~and letter~~ dated July 16,, addressed to the said party of the second part by
~~Beekman Winthrop,~~ Assistant Secretary of the Treasury, accepting said proposal;
 and the letter addressed July 22, 1907, to said party of the second part by said Assist-
 ant Secretary, confirming and amplifying said telegraphic acceptance; ~~are binding upon the~~
~~United States, and obtain all required licenses and permits, and be responsible for all damages to persons or property which may occur~~
~~in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not~~
~~particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly~~
~~shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be~~
~~a true and correct copy of each of which said papers is attached hereto and forms a part of this contract; and which said numbered~~
~~drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in~~
~~the Office of the Supervising Architect of the United States Treasury Department, and are hereby made part of this contract.~~

And the said party of the second part further covenants and agrees that the work herein agreed to be performed shall be
 commenced promptly upon receipt of notice of the approval of the bond hereto attached, and that the same shall be carried on in such
 order and at such times and seasons, and with such force as shall from time to time be directed or prescribed by the Supervising
 Architect or his representative, and that the same shall be completed in all its parts within forty working days

~~from the date of the approval of said bond hereto attached; that all materials used shall be of the very best quality of their respective~~
~~and; that all the work performed shall be executed in the most skillful and workmanlike manner, and that both the materials~~
~~used and the work performed shall be in every respect to the entire and complete satisfaction of the Supervising Architect.~~

And the said party of the second part expressly covenants and agrees that the bond hereto attached shall be security, also, for the
 satisfactory performance and fulfillment of all the guarantees set forth in or required by said specification.
~~omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or~~
~~covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the~~
~~amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or~~
~~changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final~~
~~completion of the work.~~

It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the
 event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part
 may have the same done and charge the cost thereof to the account of said party of the second part.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of
 the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due
 performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party
 of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of
~~ten~~
 sum of ten dollars, for each and every day the said party of the second part shall be in default, which said
 sum of ten dollars per day, in view of the difficulty of estimating such damages with exactness, is
 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the

first part by reason of such default, and it is understood and agreed by the parties to this contract that the liquidated damages hereinafter mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated or provided for.

The party of the second part further covenants and agrees to hold and save the United States, its officers, agents, servants, and employees, harmless from and against all and every demand, or demands, of any nature or kind, for, or on account of, the use of any patented invention, article, or appliances, included in the materials hereby agreed to be furnished under this contract.

It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be subject to the approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care and protection of all materials delivered and work performed by said party of the second part until the completion and final acceptance of same; that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be

allowed. It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any omissions from, additions to, or changes in the work or materials herein provided for whenever required by said party of the first part; the valuation of such work and materials to be determined on the basis of the contract unit of value of material and work referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed, unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to, omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final completion of the work.

It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract; and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part may have the same done and charge the cost thereof to the account of said party of the second part.

It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of, and payment for, all of the material and work herein provided for, no prior inspection, payment, or act is to be construed as a waiver of the right of the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

It is further covenanted and agreed that the party of the first part shall have the right to require that any particular portion of the work herein provided for shall be completed within such time as may be hereafter definitely specified by the said party of the first part in written notice to the said party of the second part; and that should the said party of the second part fail to complete such

particular portion of the work within the time so specified, or fail to complete the entire work contemplated by this contract within the time or times herein stipulated or provided for; or fail to prosecute said work with such diligence as in the judgment of the party of the first part will insure the completion of the said work within the time hereinbefore provided, the said party of the first part may withhold all payments for work in place until final completion and acceptance of same, and is authorized and empowered, after eight days' due notice thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent, of the said party of the second part, and the said party of the second part having failed to take such action within the said eight days as will, in the judgment of the said party of the first part, remedy the default for which said notice was given, to take possession of the said work in whole or in part and of all machinery and tools employed thereon and all materials belonging to the said party of the second part delivered on the site, and, at the expense of said party of the second part, to complete or have completed the said work, and to supply or have supplied the labor, materials, and tools, of whatever character necessary to be purchased or supplied by reason of the default of the said party of the second part; in which event the said party of the second part shall be further liable for any damage incurred through such default and any and all other breaches of this contract.

It is further covenanted and agreed that the said party of the first part shall have the right of suspending the whole or any part of the work herein contracted to be done, whenever, in the opinion of the Supervising Architect, it may be necessary for the purposes or advantage of the work, and upon such occasion or occasions the said party of the second part shall, without expense to the United States, properly cover over, secure, and protect such of the work as may be liable to sustain injury from the weather, or otherwise; provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be allowed one day additional to the time herein stated, for each and every day of such delay so caused, in the completion of the contract, the same to be ascertained by the Supervising Architect; provided, that no claim shall be made or allowed to the said party of the second part for any damages which may arise out of any delay caused by the said party of the first part.

And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be paid, unto the said party of the second part, or to the heirs, executors, administrators, or successors, of the said party of the second part, in lawful money of the United States, in consideration of the herein-recited covenants and agreements made by the party of the second part, the sum of **two thousand three hundred fifty (2,350.) dollars, upon**

J.A. Sutherland
Chief of Inspection Division

H. Herbert Toogood

E.W. Hinchman

The Hinchman-Benton Fire Proofing Co.
By J.B. Hinchman President.

Contractor.
Place
Corporate
Seal here.

NOTE.—Read rules carefully before executing.

1 ~~And the party of the first part covenants and agrees that payments will be made in the following manner, viz: ninety per cent~~
 2 ~~of the value of the work executed and actually in place, to the satisfaction of the party of the first part, will be paid from time to time~~
 3 ~~as the work progresses (the said value to be ascertained by the party of the first part), and ten per cent thereof will be retained until~~
 4 the completion of the entire work, and the approval and acceptance of the same by the party of the first part, which amount shall be
 5 forfeited by said party of the second part in the event of the nonfulfillment of this contract; it being expressly covenanted and agreed
 6 that said forfeiture shall not relieve the party of the second part from liability to the party of the first part for any and all damages
 7 sustained by reason of any breach of this contract; provided, however, that no payment hereunder shall be due to the said party of the
 8 second part until every part of the work to the point of advancement reached—on account of which payment is claimed—shall be found
 9 to be satisfactorily supplied and executed in every particular and any and all defects therein remedied to the entire satisfaction of the
 10 said party of the first part.

or Delegate to,

11 It is an express condition of this contract that no Member of Congress, or other person whose name is not at this time disclosed,
 12 shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further covenanted and agreed that this
 13 contract shall not be assigned.

14 In witness whereof, The parties hereto have hereunto subscribed their names this
 15 23d day of July A.D. 1907.

16 The erasures in lines 1,5,8,16,17,18, page 2, and 1,2,3,page 5, and the in-
 17 terlineations in lines 8, page 2, and 11, page 5, were made before the execu-
 18 tion hereof.

All erasures, alterations, and interlineations to be noted here before execution.

We hereby certify that this contract and bond have been correctly prepared

Jas.A.Wetmore

Chief of the Law and Records Division.

J.A.Sutherland

Chief of Inspection Division.

~~Chief of the Computing Division.~~

J.B.Reynolds

CEK JKT

Acting Secretary of the Treasury.
BW

Witnesses to the signature of the Contractor:

H.Herbert Toogood

E.W.Hinchman

The Hinchman-Renton Fire Proofing Co.
By J.B.Hinchman President. SEAL

Contractor.

Place
Corporate
Seal here

NOTE.—Read rules carefully before executing.

C.H. Sonney

National Surety Company

SEAL

Denver, Colorado

By Ralph W. Smith

Attorney in Fact.

SEAL

C.F. Martin, Denver, Colorado.

NOTE.—Read rules carefully before executing.

BOND.

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Know all men by these presents, That we, **The Hinchman-Renton Fire Proofing Co., a corpora-**
tion organized under the laws of the State of Colorado and having executive offices in

and County _____, and
of the City of **Denver** _____, County of _____
State of **Colo** _____, principal, and **National Surety Company, of New York**

State _____, and
of the City of **New York** _____, County of _____
State of _____, and
of the City of _____, County of _____
State of _____, surety, are held and firmly bound unto the United States of America in

lawful
the sum of **one thousand two hundred fifty dollars (\$1,250.)**,
money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of July, A.D. 1907.

The condition of the above obligation is such, That whereas the said **The Hinchman-Renton Fire Proofing Co.**
_____ **has** entered into a certain contract, hereto attached, with
J.B.Reynolds, Acting _____ Secretary of the Treasury, acting for and in behalf of the United States,
bearing date the **23d day of July, A.D. 1907:** _____ Now, if the said **The Hinchman-Renton**
Fire Proofing Co. _____

shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by
it to be performed, and shall well and truly comply with and fulfill the conditions of, and perform all of the work and furnish all
the labor and materials required by, any and all changes in, or additions to, or omissions from, said contract which may hereafter be made,
thereto, notice thereof to the said surety _____ being hereby waived, and shall promptly make payment to all persons supplying
it labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void; otherwise,
to remain in full force and virtue.

In testimony whereof, The said **The Hinchman-Renton Fire Proofing Co.** _____

_____, principal, and **National Surety Company, of**
New York
and _____, surety,
have hereunto subscribed their hands and affixed their seals the day first above written.

Signed, sealed, and delivered in presence of—

H.Herbert Toogood	The Hinchman-Renton Fire Proofing Co.	SEAL
Denver, Colo.	By J.B.Hinchman President	SEAL
E.W.Hinchman		
Denver, Colo.		
C.H.Toncray	National Surety Company	SEAL
Denver, Colorado	By Ralph W.Smith	
C.T.Martin, Denver, Colorado.	Attorney in fact.	SEAL

Two witnesses to each signature.

[SEALS OF WAX OR WAFER.]

1907 July 23

CERTIFIED COPY.

No. A.

CONTRACT OF

The Hinckman-Renton Fire Proofing Co. for examination and indorsement.

Of Denver, Colo.,

For Reconst'g floor, melting room

For U. S. Mint

At DENVER, COLO.,

Dated July 23, 1907,

Amount, \$ 2,350.

Treasury Department,

Office of THE SUPERVISING ARCHITECT.

August 28, 1907

Treasury Department,

Office of THE SUPERVISING ARCHITECT.

Aug. 6, 1907

I hereby certify that the within papers are true and correct copies of the originals on file in this Department.

ment.

Assistant to Supervising Architect

Department of Justice,

Office of THE SOLICITOR OF THE TREASURY.

Aug. 2, 1907

I have examined the within instruments as to form and execution, and in these respects they are approved

F. A. FRYE

Acting ~~Assistant~~ Solicitor of the Treasury.

CC

Treasury Department,

Office of THE SECRETARY.

Aug. 3, 1907.

The within bond is hereby approved.

J. B. Reynolds

Acting Secretary.

TJB JAW KMPER

Hutchman - Renton Fire Proofing Co.; reconstruction of floor; 08/06/07

